

EXHIBIT A
ESCROW AGREEMENT

ESCROW AGREEMENT, dated as of January __, 2003, by and among **DOT COMMUNICATIONS, INC.**, a New York corporation ("Dot"), **GALAXY COMMUNICATIONS, L.P.**, a Delaware limited partnership ("Galaxy") (Dot and Galaxy being sometimes hereinafter individually referred to as a "Seller" and together as "Sellers"), **VERTICAL RESOURCES LLC**, a New Hampshire limited liability company ("Buyer"), and **COHN BIRNBAUM & SHEA P.C.**, a Connecticut professional corporation ("CB&S"), and **SHEEHAN PHINNEY BASS & GREEN, PA**, a New Hampshire professional association ("SPB&G") (CB&S and SPB&G being hereinafter individually and together referred to as "Escrow Agent") ("Escrow Agent").

WITNESSETH:

WHEREAS, Sellers and Buyer are parties to a certain Asset Purchase Agreement dated as of January __, 2003 (the "**Agreement**") relating to the sale by Seller, and the purchase by Buyer, of certain assets and properties used or held for use in the operation of radio station WHTR(AM); and

WHEREAS, the Agreement contemplates that Buyer shall deposit sums with Escrow Agent, to be held in escrow and placed in an interest bearing escrow account and subsequently disbursed as provided herein, in the aggregate amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "**Deposit**") following the full execution of the Agreement (such Deposit, together with all interest accrued thereon, being referred to as the "**Escrow Funds**").

NOW, THEREFORE, for and in consideration of the mutual promises and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Escrow Agent will act hereunder as a depository and is not a party to or bound by the Agreement, or any other agreement, document or understanding to which Buyer and Sellers are parties. Escrow Agent is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any agreements or documents between Buyer and Sellers. Escrow Agent undertakes no responsibility or liability for the form or execution of any such agreements or documents or the identity, authority, title or rights of any person executing any such agreements or documents.
2. Escrow Agent undertakes to perform only such duties expressly set forth herein and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. In acting hereunder, Escrow Agent shall not be liable for any act done, or omitted to be done, by it in the absence of gross negligence or willful misconduct. Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof. Escrow Agent shall incur no liability and shall be fully authorized to act and protected in acting in accordance with the advice or opinion of such counsel. No Escrow Agent shall, by reason of its acting in such capacity, be prohibited from acting as an attorney for any party to the Agreement in connection with the consummation of the transactions contemplated thereby or in connection with any dispute arising thereunder.
3. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof on behalf of Buyer or either Seller has been duly authorized to do so if (a) such person is the person who has signed this Escrow Agreement on behalf of Buyer or either Seller, (b) such person is listed on Exhibit A opposite the name of

Buyer or such Seller, respectively, or (c) it is accompanied by a legal opinion stating that it has been duly authorized.

4. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or three (3) business days after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to either Seller:

Galaxy Communications, LP
235 Walton Street
Syracuse, NY 13202
Attention: Mr. Edward Levine

With a copy to:

Michael F. Mulpeter, Esq.
Cohn Birnbaum & Shea P.C.
100 Pearl Street, 12th Floor
Hartford, CT 06103-4500

(ii) If to Buyer:

Vertical Resources LLC
6 Woodrow Road
Hanover, NH 03755
Attention: Mr. Jeffrey Shapiro

With a copy to:

Sheehan Phinney Bass & Green,
Professional Association
1000 Elm Street, P.O. Box 3701
Manchester, NH 03105-3701
Attention: Joseph A. DiBrigida, Jr., Esq.

(iii) If to Escrow Agent:

Michael F. Mulpeter, Esq.
Cohn Birnbaum & Shea P.C.
100 Pearl Street, 12th Floor
Hartford, CT 06103-4500
and

Sheehan Phinney Bass & Green,
Professional Association
1000 Elm Street, P.O. Box 3701
Manchester, NH 03105-3701
Attention: Joseph A. DiBrigida, Jr., Esq.

5. In the event conflicting demands are made or conflicting notices are served upon Escrow Agent growing out of or directly related to Escrow Agent's duties under this Escrow Agreement, Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of Escrow Agent. In addition, the parties hereto expressly agree and consent that Escrow Agent may then promptly file an interpleader action and place the Escrow Funds in the registry of the United States District Court for the Northern District of New York. Buyer and Galaxy jointly and severally agree to pay Escrow Agent's costs, including reasonable attorney's fees which Escrow Agent may expend or incur in such interpleader suit, the amount of such costs to be paid within thirty (30) days of presentment to each by Escrow Agent. Upon the filing of the interpleader action and the payment of the Escrow Funds into the registry of such United States District Court, Escrow Agent shall, ipso facto, be fully released and discharged from all obligations imposed on it in this Agreement. Escrow Agent's liability under this Escrow Agreement shall be limited to its obligations hereunder.

6. Escrow Agent will acknowledge receipt of the Deposit and shall invest the same pursuant to Section 11 hereof and collect interest as the same becomes due. Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory. The Escrow Agent shall hold the Escrow Funds exclusively and solely pursuant to the terms of this Escrow Agreement. The Escrow Funds shall be held by the Escrow Agent in trust and shall not be, or constitute, assets of the Escrow Agent.

7. Buyer and Sellers agree to undertake to deliver to Escrow Agent, at the same time that Buyer and Sellers determine, and in any event not later than two (2) business days prior to, the "**Closing Date**" (as defined in the Agreement), a notice of such Closing Date.

8. Contemporaneously with the completion of the Closing (as defined in the Agreement), Escrow Agent will remit the Escrow Funds together with all interest earned thereon at the joint direction of Buyer and either Seller. Buyer and Seller agree that, if the Escrow Funds are remitted to Sellers, any interest earned thereon and received by Sellers with such Escrow Funds remitted to Sellers will be applied toward the Purchase Price (as defined in the Agreement). Escrow Agent shall be authorized (but not required) to seek confirmation of all funds transfer instructions by telephone callback, and Escrow Agent may rely upon such confirmation of anyone purporting to be the person designated in the instructions. The parties acknowledge that such security procedure is commercially reasonable.

9. In the event of termination of the Agreement in the absence of completion, or contemporaneous completion, of the Closing as provided in the Agreement, Escrow Agent shall remit the Escrow Funds solely upon the joint written instructions of either Seller and Buyer. Upon any request or

demand by only one of either Seller and Buyer to remit the Escrow Funds, Escrow Agent may invoke its rights as stated in Section 5 hereof.

10. Buyer and Galaxy shall, in equal shares, pay to Escrow Agent compensation for its services hereunder. Escrow Agent shall not provide any service not expressly provided for by this Escrow Agreement unless requested to do so by both Sellers and Buyer. The terms of this Section 10 shall survive termination of this Escrow Agreement.

11. The Escrow Funds shall be invested for the benefit of, and at the written direction of Buyer in one or more of the following types of investments: (a) obligations issued or insured by the United States of America, (b) certificates of deposit, accounts, or money market funds that are either (i) insured by a federal agency or instrumentality or private insurer rated "A" or better by Moody's, Standard & Poor's, or Best's, or (ii) issued by one or more banks having a combined capital and surplus of at least One Hundred Million Dollars (\$100,000,000.00), or (c) shares of one or more registered investment companies investing only in those securities described in clauses (a) or (b) of this Section 11.

12. Buyer and Galaxy hereby agree, jointly and severally, to indemnify Escrow Agent and hold it harmless from any and against all liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any character or nature, including, without limitation, attorneys' fees, which Escrow Agent may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement or arising out of the existence of the escrow account, except to the extent the same shall be caused by Escrow Agent's violation of an express provision of this Escrow Agreement applicable to it, or gross negligence or willful misconduct. In so agreeing to indemnify, hold harmless and reimburse Escrow Agent, Buyer and Galaxy intend thereby to cover all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation, and counsel fees and disbursements, which may be imposed upon Escrow Agent or incurred in connection with its acceptance of appointment as Escrow Agent hereunder or the performing of its duties hereunder, including any litigation arising from this Escrow Agreement. The terms of this Section 12 shall survive termination of this Escrow Agreement.

13. Each of Buyer and Sellers shall serve simultaneously upon the other a copy of any and all notices which each gives to Escrow Agent and Escrow Agent may presume upon the receipt of any notice that the requirement of this Section 13 has been complied with.

14. An Escrow Agent may resign as Escrow Agent, and, upon its resignation, shall thereupon be discharged from any and all further duties and obligations under this Agreement by giving notice in writing of such resignation to Buyer and Sellers, which notice shall specify a date upon which such resignation shall take effect. Upon the resignation of an Escrow Agent, if there is then no remaining Escrow Agent, Buyer and Sellers shall, within thirty (30) days after receiving the foregoing notice from such Escrow Agent, designate a substitute escrow agent (the "Substitute Escrow Agent"), which Substitute Escrow Agent shall, upon its designation and notice of such designation to Escrow Agent, succeed to all of the rights, duties and obligations of Escrow Agent under this Escrow Agreement. In the event Buyer and Sellers shall not have delivered to Escrow Agent a written designation of Substitute Escrow Agent within the aforementioned thirty (30) day period, together with the consent to such designation by the Substitute Escrow Agent, an Escrow Agent may apply to a court of competent

jurisdiction to appoint a Substitute Escrow Agent, and the costs of obtaining such appointment shall be reimbursable from Buyer and Galaxy and from the Escrow Funds.

15. Escrow Agent shall not take any action with respect to the Escrow Funds, including the release thereof, which is not expressly authorized by the terms of this Agreement or by joint written instructions received from either Seller and Buyer. Without limiting the foregoing, Escrow Agent shall not take any action (which is not expressly authorized by the terms of this Agreement or by joint written instruction of either Seller and Buyer) based upon an agreement or undertaking of indemnification given to Escrow Agent subsequent to the execution of this Escrow Agreement by any party or other person or entity unless the same is in a written instrument signed by both a Seller and Buyer. Any such action taken by Escrow Agent will be deemed an immediate and automatic resignation of Escrow Agent, entitling the parties to designate a Substitute Escrow Agent in accordance with Section 14 hereof.

16. Each of the parties hereto irrevocably submits to the exclusive jurisdiction (subject to the last sentence of this Section 16) of the New York State Supreme Court, Albany County, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the parties hereto agrees, to the extent permitted under applicable laws and rules of procedure, to commence any action, suit or proceeding relating hereto either in the New York State Supreme Court, Albany County, or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the United States District Court for the Northern District of New York. Each of the parties hereto further agrees that service of any process, summons, notice or document by U.S. registered mail, postage prepaid, return receipt requested, delivered to such party's respective address set forth herein shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this Section 16. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the New York State Supreme Court, Albany County, or (ii) the United States District Court for the Northern District of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, judgments, orders or decrees resulting from lawsuits or court actions brought in accordance with the foregoing provisions of this Section 16 may be enforced in any court of competent jurisdiction or appealed to any New York or federal court to which an appeal of such judgment, order or decree may be taken.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of New York.

18. At any time during which both CB&S and SPB&G serve as Escrow Agent, the consent or approval of both such parties shall be required to authorize Escrow Agent to take any action (including, without limitation, to remit or release the Escrowed Funds). Notwithstanding the foregoing, either CB&S or SPB&G may alone exercise the rights of Escrow Agent under Section 5 hereof.

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01/31/03 FRI 11:17 FAX 880 727 0361


COEN BIRNBAUM & SHEA

007

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and through their duly authorized officers on the day and year first above written.

DOT COMMUNICATIONS INC.

By


Its President

GALAXY COMMUNICATIONS, L.P.

By:

GC Radio, Inc.
Its General Partner

By:


Edward Levine
Its President

VERTICAL RESOURCES LLC

By


Jeffrey Shapiro
Its Manager

COEN BIRNBAUM & SHEA P.C.

By:


Michael F. Mulpter
Its Principal/Vice President

SHEEHAN PHINNEY BASS & GREEN, PA

By:


Joseph A. DiBrigida, Jr.
Its

[SIGNATURE PAGE TO ESCROW AGREEMENT]

01/31/03 FRI 11:17 FAX 860 727 0381

COHN BIRNBAUM & SHEA

008

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and through their duly authorized officers on the day and year first above written.

DOT COMMUNICATIONS INC.

By _____

Its _____

GALAXY COMMUNICATIONS, L.P.By: GC Radio, Inc.
Its General Partner

By: _____

Edward Levine
Its President**VERTICAL RESOURCES LLC**

By _____

Jeffrey Shapiro
Its Manager**COHN BIRNBAUM & SHEA P.C.**

By: _____

Michael F. Mulpeter
Its Principal/Vice President**SHEEHAN PHINNEY BASS & GREEN, PA**

By: _____

Joseph A. DiBrigida, Jr.
Its _____**[SIGNATURE PAGE TO ESCROW AGREEMENT]**

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COHN BIRNBAUM & SHEA

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DOT COMMUNICATIONS INC.

By _____

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Its General Partner

By: _____

Edward Levine
Its President

VERTICAL RESOURCES LLC

By _____

Jeffrey Shapiro
Its Manager

COHN BIRNBAUM & SHEA P.C.

By: _____

Michael F. Mulpeter
Its Principal/Vice President

SHEEHAN PHINNEY BASS & GREEN, PA

By: _____

Joseph A. DiBrigida, Jr.
Its Vice President

[SIGNATURE PAGE TO ESCROW AGREEMENT]